

HA'WAY & PLAY TERMS AND CONDITIONS

1. INTRODUCTION

1. The Foundation of Light (the "**Foundation**") manages, promotes and offers the Ha'way & Play Lottery (the "**Lottery**") in accordance with these Terms and Conditions (the "**Terms**")
2. The Foundation Lottery is registered as a society lottery with Sunderland City Council and is operated by BD Sport Ltd. BD Sport Ltd. ("**BDS**") is licensed as an External Lottery Manager ("**ELM**") (license numbers 000-050123-R-327621-002 and 000- 050123-N-327622-002) and is regulated by the Gambling Commission under the Gambling Act 2005 (the "**Act**").
3. Players can participate in person at the Stadium of Light, Sunderland, England SR5 1SU (the "**Venue**") or online via the Lottery website (the "**Website**").
4. All entries into and participation in the Lottery are strictly governed by these Terms. The Foundation and BDS reserve the right to amend these Terms from time to time and shall publish the most up-to-date version on the Website.
5. By entering a Lottery, a Player (as defined herein) agrees to be bound by these Terms as published on the Website as of the date of entry.
6. These Terms are published on the Website. The Foundation and BDS will provide a written copy of the Terms by post if requested to do so upon receipt of a stamped, self-addressed envelope. Requests should be mailed to: Foundation of Light, Stadium Way, Monkwearmouth, SR5 1SN.
7. Players should play responsibly. Information on how to gamble responsibly and how to access information about problem gambling can be found on the Website. Additionally, information is available from .

2. DEFINITIONS

Capitalised words shall have the following meanings:

1. "Authorised Seller" means such person as the Foundation has expressly authorised to sell Tickets at the Venue.
2. "Club" means Sunderland Football Club and Athletic Grounds Limited.
3. "Help Desk" means the Foundation/BDS help desk which can be contacted at 0333 444 8845 or .
4. "Draw" means the draw conducted by the Foundation to determine the winner(s) of Prize(s) for each Lottery.
5. "Platform" means the computer system operated by the Foundation and BDS, or its software suppliers or subcontractors, for the purpose of registering Players, accepting entries for the Lotteries and selecting Winning Numbers.
6. "Excluded Person" means any person who:
 1. does not meet the eligibility criteria set out in Clause 3.1;
 2. does not meet the conditions in Clause 5.1;
 3. is a director or an employee of the Foundation, BDS or the Club;

4. is a spouse or dependent of any person described in Clause 2.6.3;
 5. makes any misrepresentation of fact as to the Player's eligibility, whether intentional or unintentional;
 6. the Gambling Commission, the Foundation or BDS may specify from time to time as being ineligible to participate in a Lottery; or
 7. the Foundation or BDS believes, in its sole discretion, is using technology to gain an unfair advantage over other Players.
7. "Grand Prize" means the top prize in any Matchday Lottery. There is one (1) Grand Prize awarded in every Lottery. The Grand Prize amount is twenty five percent (25%) of the amount of Net Proceeds generated through Ticket sales at the Venue and on the Website.
 8. "Lottery" means the society lottery operated by the Foundation and BDS.
 9. "Net Proceeds" means Proceeds less reasonable expenses incurred to operate the Lottery.
 11. "Player" and "Online Player" means any person who purchases a Ticket in a Lottery in Venue or online via the Website in accordance with these Terms and who is not an Excluded Person.
 12. "Privacy Policy" means the Foundation of Light Privacy Policy which is available for review
 13. "Prize(s)" means any one of following: a) the Grand Prize, b) a consolation prize, c) an early bird prize and/or d) the Progressive Jackpot prize, depending upon the context in which the term is used.
 14. "Proceeds" means the total gross proceeds received by the Foundation and BDS from all Tickets sales for a Lottery.
 15. "Proceeds Cap" means the maximum proceeds for a single draw as required by the Gambling Commission.
 16. "Progressive Jackpot Prize(s)" means the prize won from the progressive jackpot. This constitutes 25% of all net proceeds, rolled over until one single person wins the progressive jackpot.
 17. "Consolation Prize(s)" means multiple non-cash prize(s) that may be added from time to time by the Foundation and BDS, in its sole discretion, and won by entering a Lottery in accordance with these Terms. The frequency and number of Supporter Prizes may change every Lottery.
 18. "Early Bird Prize" means a prize awarded to a winner which is drawn before the time which the draw ends including all ticket numbers up until that point in time.
 19. "Terms and Conditions" and "Terms" means these terms and conditions.
 20. "Ticket" means a ticket, which includes one or more Ticket Numbers, to participate in a Lottery which is purchased by a Player at the Venue or online via the Website.
 21. "Ticket Number" means the Player's Lottery number displayed on a paper or digital Ticket.
 22. "Website" means the Lottery website hosted by the Foundation and BDS.
 23. "Winner" means the person in possession of the Winning Number of any Lottery, that has been verified by the Foundation and BDS, and who is not an Excluded Person.

24. "Winning Number" means a number produced by the Platform's certified random number generator integrated into the Platform which during the process of selecting the numbers will entitle the holder of a Ticket with a matching Ticket Number to the a Prize.

3. CONDITIONS OF ENTRY

1. To enter a Lottery and to be eligible to win any Prize, a person must:

1. be 16 years of age or over;
2. comply with these Terms at the time of entry as the same may be here <https://www.hawayandplay.com/privacy>
3. comply with these Terms at the time of entry, as the same may be amended from time to time; any other rules of the Lottery provided or published by the Foundation or BDS; any applicable provisions of the Act; and any relevant regulations made thereunder from time to time; and
4. not be an Excluded Person.

2. In purchasing a Ticket, Players acknowledge and agree that a minimum of twenty percent (20%) of the Ticket price will go to the Foundation in furtherance of its charitable causes.

3. The Foundation and BDS will determine, in their sole discretion, relying on their own technical records, when determining whether a Player is eligible to receive a Prize and designated as a Winner.

4. The Foundation and BDS reserve the right to refuse any entry to the Lottery and to withhold any Prize and not designate a Winner if it has reasonable grounds to believe that these Terms, or any applicable provisions of the Act, have not been complied with.

4. HOW TO ENTER THE LOTTERY

1. Players can enter a Lottery either by purchasing a paper Ticket from an Authorised Seller at the Venue, or by purchasing a Ticket using the Website.

2. There are no price discounts for purchasing multiple Tickets.

3. Each Ticket will set out a Ticket Number for the Lottery. Prizes will be allocated based on the Ticket Number as set out in Clause 6.

4. Authorised Sellers may require proof of age or other identification to be shown before a Ticket will be sold. The Foundation, BDS and Authorised Sellers each reserve the right to refuse sales to anyone who they believe is an Excluded Person or is otherwise not eligible under Clause 3.1.

5. A Ticket will be valid only for the Lottery to be held on the date(s) shown on the face of the Ticket. It is the Player's responsibility to check at the time of purchase that the date of the Draw on their Ticket is as requested.

6. Ticket Numbers are issued at random and not chosen by the Player.

7. The Player is solely responsible for ensuring that the Ticket remains safe and in a good and legible condition. For Players having participated in the Lottery by purchasing a Ticket from an Authorised Seller at the Venue, the Ticket is the sole evidence of entry into the Lottery and must be in the possession of the Player to enable them to claim a Prize.

8. The Foundation and BDS accept no responsibility for lost, stolen, damaged or defaced Tickets. Prizes will not be awarded where the relevant Ticket cannot be produced.

5. ONLINE PLAYERS

1. It is a condition of entering a Lottery that all Players must be located in Great Britain (for avoidance of doubt, this excludes Northern Ireland). Online Players agree that by entering a Lottery whilst located anywhere other than Great Britain is strictly prohibited. In such circumstances:

1. the Person shall be considered an Excluded Person; and
2. the Foundation and BDS each have the right to withhold any Prize.

2. In order for the Foundation and BDS to determine whether a Player is eligible to purchase a Ticket on the Website, the Player must supply the Foundation and BDS with certain personal information specified by the Foundation and BDS (such as their name, home address details, date of birth, payment card details and e-mail address).

3. The Foundation and BDS reserve the right to carry out further checks or request information from a Player to verify that the Player and the information supplied by Player meets the eligibility criteria set out in these Terms and this shall be done in accordance with the Privacy Policy.

4. Players may be asked if they wish to be contacted for advertising, promotional and marketing purposes in accordance with the terms of the Privacy Policy. If Players wish to be removed from the Foundation and BDS mailing lists, they should click on the unsubscribe link shown on all distributed e-mails. They may also contact the Help Desk.

5.. Online Players can play by making one-time purchases.

6. It is the responsibility of the Player to ensure that the information supplied by the Player is accurate and up-to-date.

7. Player credit card details are not stored on the platform. A token is stored in place of the credit card details and used to purchase Tickets.

8. The Foundation and BDS reserve the right to retain personal details for its own reasonable legal, regulatory and operational in accordance with the Privacy Policy. Reasons may include, but are not limited to, compliance with anti-money laundering legislation and any other record keeping requirements for legal or regulatory compliance.

6. THE DRAW AND PRIZES

1. The Draws will take place either at the Venue or online. The Foundation and BDS may also host Draws that operate in conjunction with away matches or other events selected by the Foundation and BDS.

2. The results of a Draw will be published on the Website and a Prize shall only be awarded to a Player holding (in person or online) a Ticket which has the Ticket Number matching the selected Winning Number(s) by the Platform, as set out in this Clause 6. Draw results will also be announced at the Venue, and the method for announcing these results is at the discretion of the Club.
3. For each Draw, the Winning Number will be chosen randomly.
4. The Winning Number(s) for consolation, and Progressive Jackpot Prize(s) will be chosen randomly immediately after the drawing of the Grand Prize.
5. The Winning Number(s) for the Early Bird Prize will be chosen randomly at the time designated for the Early Bird Prize Draw to take place.
6. Subject to this Clause 6, where a Ticket Number matches a Winning Number, Prizes will be paid to the holders of Tickets with those matching Ticket Numbers as follows:
 1. If a Winning Number for a Grand Prize is matched by the Ticket Number on a Player's Ticket, the Player will win a Prize equal to twenty five (25) percent of the Net Proceeds of the Lottery;
 2. If a Winning Number for a Consolation Prize is matched by the Ticket Number on a Player's Ticket, the Player will win the relevant Consolation Prize.
 3. If a Winning Number for an Early Bird Prize is matched by the Ticket Number on a Player's Ticket, the Player will win the relevant Early Bird Prize.
 4. If a Winning Number for the Progressive Jackpot is matched by the Player's selection, the Player will win the relevant Progressive Jackpot Prize which will be twenty five (25) percent of all Net Proceeds for all lotteries up until such time the Progressive Jackpot has been won, up to a maximum Prize of £25,000.
 5. In the event that the Grand Prize and Progressive Jackpot combined reach a total of more than £25,000, the maximum pay out to any one winner will be £25,000 and the winner will forfeit any surplus funds, the use of which will be determined by the Foundation.
 6. In any event, the maximum prize awarded to any one winner for any one Lottery Draw will be £25,000.
7. Players who believe they have won a prize contact the Help Desk.
8. In any event, the Foundation and BDS will only pay out Prizes to Players who have won with a paper or online ticket by cheque or electronic transfer to a UK bank account after verifying the Player's identity. The identity details of any bank account nominated to receive Prize winnings must match Player identity details.
9. No Prize will be paid on a Ticket that has been forged, altered, damaged or defaced in any way.
10. No Prize will be paid on a Ticket that fails the Foundation and BDS validation process.
11. Any Player with a winning Ticket may be required to provide such proof of their identity, age and compliance with these Terms as the Foundation and BDS require before the Prize payment is made.
12. Where a Prize is paid to an Excluded Person, a person in breach of these Terms, or is otherwise paid in error, the Prize must be repaid immediately to the Foundation and BDS.

13. The Foundation and BDS shall provide the Prize payment to the Winner within fourteen (14) business days of receiving satisfactory proof of the Player's identity and validation of the Winning Number on the Ticket submitted for verification. The Foundation and BDS will not be liable for late payments resulting from inaccuracies of payment details provided by a Player, or any rejection of payments caused by the Player's bank.

14. Each Winner is responsible for paying any and all taxes due on any Prize(s) won.

15. Prizes must be claimed no later than 12:00pm sixty (60) days following the day of the Draw.

16. Any Prize not claimed within sixty (60) days will be forfeited and donated back to the Foundation.

17. Except when required to do so by law, the Foundation and BDS will not make information about Winners public without first obtaining their written consent.

18. Any questions or complaints relating to any Lottery or Subscriber Only Draw should be communicated to the Help Desk.

7. SELF-EXCLUSION

1. Any Player has the option to notify the Foundation and BDS at any time that they wish to be excluded from purchasing Tickets for future Lotteries by visiting the Website. A Player who has decided to enter a self-exclusion agreement is given the opportunity to do so immediately without any cooling-off period. However, if the Player wishes to consider the self-exclusion further (for example to discuss with problem gambling groups) the Player may return at a later date to enter into self-exclusion.

2. Players may choose the length of the period during which they will be excluded from purchasing Tickets (the "Exclusion Term"), subject to a minimum period of six (6) months. Requests for self-exclusion are activated immediately if requested, although if at the point the self-exclusion funds have been previously collected for the next upcoming Draw, BDS may be unable to remove the ticket from those Draws. In such circumstances payment for those Draws will not be refunded, and any wins resulting from such Draws will be paid out in the normal manner.

3. When a Player self-excludes, the Help Desk will provide the Player with a customer GamCare leaflet and suggest a telephone call to the GamCare National Helpline.

4. The Foundation and BDS will not contact the Player at the expiration of the Exclusion Term. The Player's Exclusion Term shall be active for seven (7) years following the Exclusion Term chosen by the Player until the Player takes positive action and contacts BDS to end the Exclusion Term. BDS shall contact the Player to confirm the positive action. BDS shall provide the Player with a 24-hour cooling-off period after confirming the positive action after which time the Player may be able to purchase entries into a Draw again.

5. The Player may choose to enter another Exclusion Term at any time or extend their current Exclusion Term.

6. Players who have opted to self-exclude under this Clause 8 will not receive marketing materials from the Foundation or BDS.

7. A Player may also use the unsubscribe link at the bottom of any marketing email to stop any further marketing communications.

8. LIMITATION OF LIABILITY & RESERVATION OF RIGHTS

1. Nothing in these Terms shall exclude or limit the Foundation and BDS's liability for fraudulent misrepresentation or death or personal injury resulting from the Foundation or BDS's gross negligence, or for any other liability that cannot be excluded or limited by law.

2. Neither the Foundation nor BDS will be liable for any loss or damage, including the loss of opportunity to enter a given Lottery and/or the right to receive a Prize(s), suffered by a Player if such Player has not complied with these Terms.

3. Subject to Clause 9.1, neither the Foundation, BDS, nor the Club shall be liable in contract, tort (including but not limited to negligence), or otherwise in connection with the Lotteries for:

1. loss of revenue, contract, profits, business or anticipated savings or loss of data;
2. any special or indirect or consequential losses;
3. any loss of goodwill or reputation; or
4. the loss of opportunity to enter a Lottery and/or right to receive a Prize.

4. Subject to Clause 9.1, the Foundation and BDS's liability to any Player shall be limited to the amount of any Prize which may have become due to that Player upon confirmation of that Player as a Winner.

5. The Foundation and BDS make no warranty, representation or guarantee that use of the Websites, Platform, Help Desk, telephone system, and broadcasts or live transmissions will be uninterrupted, timely and/or error-free.

6. Where the Website contains links to other sites and resources provided by third parties, these links are provided for the Player's information only. Such links should not be interpreted as approval by the Foundation or BDS of those linked websites, the content of those websites, or information a Player may obtain from them. The Foundation has no control over the contents of those sites or resources, and links from the Website should not be interpreted as an endorsement in any way by the Foundation, BDS, or the Club.

7. Nothing contained in these Terms shall affect the statutory rights of any Player, the Foundation, BDS or the Club.

9. INTELLECTUAL PROPERTY

The Player acknowledges that, as between the Player and the Foundation and BDS, all intellectual property rights in the Lottery throughout the world belong to the Foundation and BDS, and its affiliates, and that the Player has no intellectual property rights in, or to, any Lottery, the Website or the Platform.

10. DATA PROTECTION

All information provided by Players to the Foundation and BDS for the purposes of the Lottery will be stored, managed and used in accordance with the Ha'way and Play Privacy Policy.

11. GOVERNING LAW

These Terms are governed by and construed in accordance with the laws of England and Wales and shall be subject to the jurisdiction of the English and Welsh courts. However, if a Player lives in Scotland, the Player can bring legal proceedings in either the Scottish or the English courts.

12. INSOLVENCY

All monies sourced from digital payments and cash payments that are managed by the Foundation and BDS on behalf of the Players are held in a separate bank account. This meets the UK Gambling Commission's classification of Basic Protection with respect to holding Player funds, the details of which can be found .

13. REFUND POLICY

Ticket purchases are non-refundable.

COMPLAINTS

1. Any complaints relating to the Lottery should be filed as provided below. All complaints relating to a particular Lottery must be received within 3 (three) months of the relevant Lottery date.

2. Players can file a complaint as follows:

Stage 1 – The Player can contact the Help Desk via any of the methods listed below. BDS aims to respond within 48 hours.

Stage 2 – If the Player is dissatisfied with the solution provided, the complaint will be escalated internally to a dispute.

Stage 3 – Should the Player still feel they have not received an acceptable solution, the dispute will be escalated to an escalated dispute internally to Legal and Compliance.

Email – hawayandplay@foundationoflight.co.uk

Mail:

Ha'way and Play Lottery
c/o BD Sport Ltd
1 Juniper Court
Thompson Road
Whitehills Industrial Estate
Blackpool
Lancashire
FY4 5QF

Stage 4 – If the Player is unhappy with the solution offered from BDS and the matter is regarding the lottery, the Player can contact the Independent Betting Adjudication Service (IBAS).

Contacting IBAS

Independent Betting Adjudication Service (IBAS) is an Alternative Dispute Resolution (ADR) service, approved by the Gambling Commission to provide informed and impartial adjudications on disputes that arise between licensed gambling operators and their customers, after the customer has completed the operator's own internal dispute procedures and where a deadlock still exists.

Customers must follow the BD Sport Ltd complaints process prior to contacting IBAS.

Customers will need their reference number when contacting IBAS which can be obtained from BD Sport Ltd.

IBAS can be contacted as follows:

In writing - IBAS

PO BOX 62639

London EC3P 3AS

Telephone – 020 7347 5883

E-mail – postmaster@ibas-uk.co.uk

Website – www.ibas-uk.com

92 Any complaints regarding the service or any other operational procedures of the Lottery should be made to BD Sport Ltd. as follows:

Email – hawayandplay@foundationoflight.co.uk

In writing -

Ha'way and Play Lottery

c/o BD Sport Ltd

1 Juniper Court

Thompson Road

Whitehills Industrial Estate

Blackpool

Lancashire

FY4 5QF